

1938-39-40

File No. 26917-

**PUBLIC WORKS DEPARTMENT**  
**CLASS A CLASS**  
**M BRANCH**

Subject:— Electric License

Bijapur.

Revised conditions & miscellaneous  
charges for the supply of electric  
energy.

*[Handwritten signature/initials]*

*[Handwritten signature/initials]*

*[Handwritten signature/initials]*

File No. 2691/36

DOCKET SHEET

Subject:—

File No. 2691/36

PW

M

B

References:—

| Date.    | To whom sent. | Notes and instructions. |
|----------|---------------|-------------------------|
| 27/10/38 | MB            |                         |
| 19/9/39  | MB            |                         |
| 21/4/40  | File 32       | Index (A)               |

account to D1

G.C.P.—(J) R 49—500—6.36—A2\*  
G.R., P.W.D., No. 9872/27 dated 5-5-36

*Byapur*  
ELECTRIC LICENCE, 1926

Conditions and Miscellaneous Charges for the  
Supply of Energy

PART I

CONDITIONS OF SUPPLY

1. *Application for supply.*—(1) An application for the supply of energy shall be made to the licensee in the form of a requisition attached hereto (Annexure A), of which copies are obtainable from the licensee. The requisition shall be signed by the owner or occupier of the premises for which the supply is required. Any assistance or information required in filling up the form will be given to the applicant at the office of the licensee.

(2) If the supply is required for motors the applicant shall state the purpose for which the motors are required, and shall also specify the amount of the current in amperes at full load which may be required for each motor.

• (3) A requisition under clause V (4) of the Schedule to the Indian Electricity Act, 1910, requiring the licensee to provide distributing mains throughout a street or part thereof shall be in the form of Annexure C attached hereto.

2. *Service Lines.*—The licensee shall lay free of charge 100 feet of service line, from his nearest distributing main outside the limits of the property in respect of which the requisition is made. Any length in excess of 100 feet, as defined above and the whole of the service line within the limits of the property in respect of which the application is made shall be paid for by the applicant.

3. *Notice for fixing the position of service.*—Upon receipt of a requisition, notice shall be sent to the consumer or to the wiring contractor acting on the consumer's behalf for his representative to meet the Licensee's engineer for the purpose of inspecting the premises and fixing the point of entry of the supply mains and the position of the mains, cut-outs and meters.

4. *Quotations, etc., for laying service lines.*—The position for the service having been agreed upon as provided in condition 3 above, the licensee shall thereafter submit to the applicant a quotation of the estimate of the cost of carrying out the work. The quotation having been accepted, the applicant shall be required to deposit the amount of the estimate with the licensee before the service is laid. The deposit having been duly paid, orders shall be issued for the work to be put in hand and the amount so deposited shall be subsequently adjusted, if necessary, on completion of the figures of the actual cost of the service line. Other conditions being equal, service lines shall as far as possible be laid in the order of the dates of receipt of the deposit money.

*Note.*—The service line, notwithstanding that a portion of the cost has been paid for by the consumer, shall remain the property of the licensee by whom it is to be maintained.

5. *Wiring on consumer's premises.*—For the protection of the consumer and the public generally, it is necessary that the wiring on the consumer's premises should conform to the Indian Electricity Rules, 1931 and the rules of the Fire Insurance Company in terms of which the building is insured and be carried out by a licensed electrical contractor. As soon as the consumer's installation is completed in all respects and tested by the consumer's contractor, the consumer should submit to the licensee the wiring contractor's completion and test report. A form for this purpose shall be supplied by the licensee. It is important that the conditions named therein are fully complied with, as otherwise there will be a delay in obtaining the supply.

<sup>1937</sup>  
 ✓ (As required by rule <sup>48</sup>40-A of the Indian Electricity Rules, ~~1922~~, no electrical installation work (including additions, alterations, repairs and adjustments to existing installations), except such replacement of lamps, fans, fuses, switches and other component parts of the installation as in no way alters the capacity and character of the installation, shall be carried out upon the premises on behalf of any consumer or owner for the purposes of supply of energy to such consumer or owner, except by an electrical contractor licensed by Government in this behalf and under the direct supervision of a person holding a certificate of competency issued by Government. Any person committing a breach of rule ~~40-A~~ shall render himself liable to punishment under rule <sup>106-A</sup>~~106-A~~ of the said Rules. <sup>48</sup>

✓ 6. *Inspection and testing of installation by the licensee.*—(a) Upon receipt of the test report the licensee shall notify to the consumer the time and the day when the licensee's representative proposes to inspect and test the installation. It will then be the duty of the consumer to arrange that a representative of the wiring contractor employed by him is present at the inspection to give the licensee or his representative any information required by him concerning the installation.

(b) No connection shall be made until the consumer's installation has been inspected and tested by the licensee and found satisfactory. No charge shall be made for the first test by the licensee, but subsequent tests due to faults found at the initial test shall be charged for in accordance with Part II of these conditions.

(c) Before taking the insulation test of the installation the wiring must be complete in every respect. All fittings such as lamps, fans, cookers, motors, etc., must be connected up, fuses inserted and all switches switched in the "on" position before the tests are carried out. Temporary wires or fittings or dead ends should not be included in the installation and no part of the work should be left incomplete.

(d) The insulation resistance of the entire installation to earth shall be tested from the installation side of the licensee's terminals.

(e) The licensee shall not connect the conductors and fittings on the consumer's premises with his works, unless he is reasonably satisfied that the connection will not at the time of making the connection cause a leakage from those conductors and fittings exceeding one five thousandth part of the maximum supply demanded on the consumer's premises.

7. *Extensions and alterations.*—Should the consumer at any time after the supply of energy has been commenced, desire to increase the number or size of lights, fans, motors, etc., on his premises, or in any way to alter the position of his wiring therein, notice thereof shall be sent in writing to the licensee whose representative will call and inspect the alteration and, if necessary, change the meters and fuses and alter the service line. Failure to give such notice may derange the supply system and will render the supply liable to be summarily discontinued.

8. *Failure of supply.*—Should at any time the licensee's service fuse or fuses fail, notice thereof should be sent to the licensee's office or if there are sub-stations, to the nearest sub-station. Only authorised employees bearing the badge of the licensee are permitted to replace these fuses in the licensee's cut-outs. Consumers are not allowed to replace these fuses and they will render themselves liable to a heavy penalty if the licensee's seals placed to protect his apparatus are broken. The licensee does not allow his employees to carry out repairs to the consumer's installation. If the failure of supply is due to any cause other than a fault in the licensee's apparatus, the consumer will be charged a fee of Re. 1 for the attendance of the fuseman in accordance with Part II of these conditions.

9. *Access to premises and apparatus.*—The licensee's servants are entitled at all reasonable times to enter upon the premises to which energy is supplied for the

purpose of reading the meters and for other purposes connected with the apparatus belonging to the licensee.

10. *Accuracy of meters.*—Should the consumer dispute the accuracy of any meter which is not his own property, he may, upon giving notice and paying the prescribed fee, have the meter tested by the licensee or the Electric Inspector, Bombay, in accordance with section 26 of the Indian Electricity Act, 1910. In the event of the meter being tested by the licensee and found to be beyond the limits of accuracy as prescribed, the testing fee shall be returned and the amount of the bill adjusted in accordance with the result of the test taken with respect to the meter readings of the three months prior to the month in which the dispute has arisen, due regard being paid to conditions of occupancy during the month under dispute and during the previous three months. In the event of the test being undertaken by the Electric Inspector, Bombay, and the meter being found to be incorrect, the period during which the meter shall be deemed to have been incorrect, and the amount of energy supplied to the consumer during this period shall be decided by the Electric Inspector, Bombay, whose decision shall be final.

The licensee may remove the meter for the purpose of testing it in his laboratory.

11. *Deposits.*—The consumer may be required by the licensee to enter into a contract in the form of Annexure B hereto appended or make a declaration in lieu of the written contract on one rupee stamp and to make a cash deposit or to give security in Government Promissory Notes or other approved securities for the payment of his monthly bills for energy supplied and for the value of the meter and other apparatus installed on his premises. In the event of no contract having been entered into between the licensee and the consumer, the latter after the supply of energy has once commenced, shall be bound by the terms and conditions of supply herein set forth.

The licensee is prepared to allow interest as follows upon deposits lodged with him against (a) regular payment of energy bills (b) a reasonable return under clause V and/or VI of the Schedule to the Indian Electricity Act, 1910. In both the above cases deposits must be made in cash if the sum deposited is below Rs. 100 and in cash or Government securities if the sum is Rs. 100 or exceeds that amount. No interest shall be allowed upon deposits below Rs. 50.

On deposits of Rs. 50 or more which may be made in cash, interest shall be allowed at the rate of 2 per centum per annum.

On deposits made in Government securities the interest accruing thereon will be collected periodically and passed on to the depositor less 2 per cent. which will be retained by the licensee to cover the cost of collection, etc. When Government securities are deposited the amount of the deposit shall be calculated at the current market value of the said securities and not upon their face value. No interest shall be allowed on deposits lodged against the cost of service lines, as the account is only of a temporary nature.

12. *Notice of removal.*—Consumers about to vacate or sublet their premises shall give to the licensee a full seven days' notice in writing as to whether the premises should be disconnected or only the meters should be read and the bills submitted otherwise, the licensee cannot guarantee that the meter readings will be taken on the required date. Failing such notice, the consumer will be held responsible for all energy consumed on the premises until the expiration of 24 hours from the day on which notice of removal in writing has been received at the office of the licensee.

13. *Payment of bills.*—(1) Bills should be paid at the licensee's office within 8 days from the date of their presentation.

(2) Any complaints with regard to the accuracy of the bills shall be made in writing to the licensee and the amounts of such bills shall be paid *under protest* within the said period of 8 days. The amounts of bills paid under protest will be regarded as advances to the credit of the consumer's account until such time as the bills in dispute have been finally settled.

(3) If the consumer fails to pay any bill presented to him within the said period of 8 days, the licensee shall be at liberty to take action under sub-section (1) of section 24 of the Indian Electricity Act, 1910, and to cut-off the supply after giving such consumer not less than 7 days' clear notice in writing without prejudice to his right to recover the amount of the bill by suit. Where, however, any difference or dispute has been referred under the Act to an Electric Inspector before notice as aforesaid has been given by the licensee, the licensee shall not be at liberty to cut-off the supply for failure to pay the bill except where the licensee has made a request in writing to the consumer that the amount in dispute should be deposited with the Electric Inspector and the consumer has failed to comply with such request.

14. *System of supply.*—Supply of energy shall be given from medium pressure distributing mains on the—

~~(a) Three phase four wire Alternating Current system, 50 cycles, 400 volts between phases or 230 volts between each phase and neutral wires.~~

~~(b) Three wire Direct Current system, 460 volts between outers or 230 volts between each outer and neutral wire.~~

15. *Classification of Installations :—*

#### ~~I. A. C. SYSTEM.~~

~~(a) 2 wire single phase, 230 volts—~~

~~1. General supply not exceeding 10 amperes.~~

~~2. Motive power installations below 1 B.H.P. in the aggregate.~~

~~(b) 3 wire, two phase, 230 volts between phase wires and neutral—~~

~~General supply exceeding 10 amperes but not exceeding 20 amperes.~~

~~(c) 4 wire, three phase, 230 volts between phase wires and neutral—~~

~~General supply exceeding 20 amperes.~~

~~(d) 3 wire, 3 phase, 400 volts between phases—~~

~~Motive power installations of 1 B.H.P. in the aggregate and over.~~

#### II. D. C. SYSTEM.

(a) 2 wire, 230 volts—

1. General supply not exceeding 10 amperes.

2. Motive power installations up to 1 B.H.P. in the aggregate.

(b) 3 wire, 220 volts between outer wire and neutral—

General supply exceeding 10 amperes.

(c) 2 wire, 440 volts between outers—

Motive power installations of over 1 B.H.P. in the aggregate.

16. *General Wiring Conditions*—(a) *Mains.*—The consumer's mains shall in all cases be brought back to the licensee's point of supply and sufficient cable shall be provided for connecting up with the licensee's apparatus.

(b) *Switches and Fuses.*—The consumer shall provide linked quick break main switches and a single pole fuse on each pole, which shall be fixed as near as possible to the licensee's meter board.

(c) *Balance of Installation.*—If the connected load of any installation exceeds 10 amperes at 220 volts, the installation shall be wired on the group system, separate neutral wires being brought back in each case to the licensee's point of supply. An approved form of linked switch (single pole) with two single pole fuses shall control each main circuit. The lamps, fans or any other apparatus of which the installation consists shall be so grouped that under normal working conditions the current will be balanced and no current will be flowing in the neutral wire.

(d) *Medium Pressure Supply.*—With medium pressure supply, i.e., 250 volts to 650 volts, the licensee's meter and service cut-outs shall be enclosed in a strong teakwood box suitably ventilated and provided with a hasp, staple and lock. All wires between which a difference of potential of 250 volts or over exists shall be made inaccessible to unauthorised persons or enclosed in an earthed metallic casing or conduit. A "Caution" Board printed in English and in the Vernacular shall be fixed thereto.

(e) *Aerial Mains.*—In order to save the expense of a long underground service on private property, a consumer may, with the licensee's approval, erect a pillar on that portion of his property which is nearest to the licensee's supply mains into which the service shall be laid and from which the consumer shall run overhead mains to his premises. These overhead mains shall constitute a portion of his installation and shall be laid in compliance with the Indian Electricity Rules, 1937. An efficient choking coil and lightning arrester may be fixed at the commencement of the overhead line at the consumer's cost should he desire the same, as an additional protection for his installation.

(f) *Earthing.*—Gas pipes shall on no account be used for earthing purposes. All wiring shall be kept as far as possible from gas and water pipes.

(g) *Domestic Heating and Cooking.*—A special circuit for heating and cooking shall be run from the licensee's point of supply. Wall plugs used on these circuits shall be of the three pin type, the third pin being an earth connection. Two pin plugs or lightning sockets shall not be allowed.

(h) *Plugs.*—All plugs shall be switched on the live wire and not on the neutral.

(i) *Wiring.*—Single leads shall not be allowed to be run separately in iron conduit.

(j) *(1) A.C. Motor Installation.*—Motors shall be provided with control gear so as to prevent satisfactorily the maximum current demand from the consumer's installation exceeding the limits given in the following schedule at any time under all possible conditions. Failure to comply with these regulations will render the consumer liable to disconnection from the supply on account of interference with the supply to other consumers :—

| Nature of supply. | Size of installation.                             | Limit of maximum current demanded.     |
|-------------------|---------------------------------------------------|----------------------------------------|
| Single Phase      | Up to and including 1 B.H.P.                      | Six times full load current.           |
|                   | Above 1 B.H.P. and up to and including 10 B.H.P.  | Three times full load current.         |
| Three Phase       | Above 10 B.H.P. and up to and including 15 B.H.P. | Twice full load current.               |
|                   | Above 15 B.H.P.                                   | One and a half time full load current. |

~~Motor circuits shall be controlled by a triple pole switch protected by a no-volt release and T. P. fuses (or overload releases). It is important that the release should be maintained in thorough working order. Wiring for motors shall be run with all three phase wires bunched in a single metallic conduit, which shall be efficiently earthed throughout and connected to the frame of the motor from which two separate earth wires shall be run. The minimum size of the earth wire permitted is No. 10 or 2/14 S.W.G. All motors shall comply in every respect with the Indian Electricity Rules, 1922.~~

~~Motors of 1 B.H.P. and above shall be wound for 3 phase, 400-volts between phases.~~

(2) *D. C. Motor Installations.*—Motors shall be provided with control gear so as to prevent satisfactorily an excessive current demand from the consumer's installation. Failure to comply with these regulations will render the consumer liable to disconnection from the supply on account of interference with the supply to other consumers.

Motor circuits shall be controlled by a double pole switch protected by a no-volts release and D. P. fuses (or overload releases). It is important that the release be maintained in thorough working order. Wiring for motors shall be run with both the wires bunched in a single metallic conduit, which must be efficiently earthed throughout and connected to the frame of the motor from which two separate earth wires shall be run. The minimum size of the earth wire permitted is No. 10 or 2/14 S.W.G. All motors shall comply in every respect with the Indian Electricity Rules, 1922.

Motors above 1 B.H.P. shall be wound for <sup>440</sup> ~~460~~ volts.

~~(k) Power Factor of Apparatus.~~ The apparatus shall have a power factor of not less than 80 per cent. at normal working loads.

17. *Saving of Rights of Licensee and Consumers.*—Nothing in these conditions shall abridge or prejudice the rights or remedies of the licensee and the consumer under the license, the Indian Electricity Act, 1910, or the Indian Electricity Rules, 1937.

Bijapur 3  
29 October 1936

*A. K. S. Bohari*  
Manager  
Bijapur Electric Supply Co.  
Bijapur.

*Note.*—Intending consumers are requested to see that this form is fully and clearly filled in and signed.

The Registrar  
The Registrar General  
The Registrar of Companies

Licence, 19, for the following:—

|  | No.         | Wattage each. | Incandescent Lamps.  |
|--|-------------|---------------|----------------------|
|  | No.         | Wattage each. | Punkhas.             |
|  | No.         | Wattage each. | Plugs, Heaters, etc. |
|  | B.H.P. each | K.W.          | Total Demand.        |

(3) An extension to my existing installation from Service No.

(4) A re-connection.

The previous consumer's name is \_\_\_\_\_  
and his Service No. is \_\_\_\_\_

(5) A change of name from \_\_\_\_\_ Service No. \_\_\_\_\_

The wiring will be carried out by :—

Name \_\_\_\_\_

Address \_\_\_\_\_

Applicant's signature \_\_\_\_\_

Present address \_\_\_\_\_

Date \_\_\_\_\_

*Note—*

1. The applicant is requested to complete the clause referring to this requisition and to strike out the clauses which are inapplicable.

2. Under clause VI (I) 1st proviso of the Schedule to the Indian Electricity Act, 1910, the licensee shall not be bound to comply with any such requisition unless and until the person making it—

(a) within fourteen days after the service on him by the licensee of a notice in writing in this behalf, tenders to the licensee a written contract in the form approved by the Local Government duly executed and with sufficient security binding himself to take the supply of energy for not less than two years to such amount as will produce at current rates charged by the licensee, a reasonable return to the licensee ; and

(b) if required by the licensee so to do, pays to the licensee the cost of so much of any service line as may be laid down or placed for the purposes of the supply upon the property in respect of which the requisition is made, and of so much of any service line as it may be necessary for the said purposes to lay down or place beyond one hundred feet from the licensee's distributing mains, although not on that property.

3. No connection will be given to any consumer whose installation has not been carried out by a licensed electrical contractor and under the direct supervision of a Competency Certificate holder [vide Government Notification (Public Works Department) No. 640/27-I, dated 15th November 1934].

4. In lieu of the contract referred to in Note 2 (a) above, the licensee is prepared to accept a declaration in the following form, subject to deposit of any required securities by the applicant :—

*Declaration.*

I/We hereby declare that I/We desire to have and agree with the licensee to take a supply of energy for the abovementioned purposes for a period of not less than two years from the date of commencement of the supply and to be bound by the provisions of clause VI of the Schedule to the Indian Electricity Act, 1910, and by the licensee's charges, rates and conditions of supply as from time to time in force.

One rupee stamp.

Bijapur 3  
29 October 1936 3  
Des. V.K.E. Bohora  
Manager  
Bijapur Electric Supply Co.  
Bijapur

Applicant's signature.

## ANNEXURE " B "

AN AGREEMENT made this                      day of                      One thousand  
 nine hundred and thirty                      between  
 (hereinafter referred to as the " Licensee ", which expression shall, unless excluded  
 by or repugnant to the context, be deemed to include his successors and permitted  
 assigns) of the one part and                      (hereinafter referred to as  
 " the consumer ", which expression shall unless excluded by or repugnant to the  
 context include his heirs, executors, administrators and assigns) of the other part.

WHEREAS the licensee has agreed to supply and the consumer has agreed to take  
 energy at the premises mentioned in the schedule hereto (hereinafter referred to as  
 " the said premises "), subject to the terms and conditions hereinafter contained.

Now it is hereby agreed by and between the parties hereto as follows :—

1. The licensee shall from the                      day of                      19  
 and during the continuance of this agreement, supply the consumer with the  
 energy required by him for the purpose and up to the maximum quantity specified  
 in the schedule hereto.

2. The consumer shall pay to the Licensee on demand the cost of so much of  
 any electric supply line as may be laid for the purpose of the supply upon the said  
 premises, and of so much of any electric supply line as it may be necessary to lay for  
 the said purposes in excess of 100 feet from the Licensee's distributing main,  
 although not on the said premises.

3. The supply shall be registered by a meter or meters in or upon the said  
 premises which the licensee shall provide and keep in order and replace whenever  
 necessary on payment of a monthly rental of annas eight or rupee one per meter  
 according to the nature of the meter. The consumer shall be at liberty at any time  
 to purchase another meter or meters and from and after the purchase thereof the  
 consumer shall be responsible for keeping the same in proper order.

4. The consumer shall pay to the licensee for the energy so supplied  
 and registered as aforesaid at the rates from time to time in force and paid by similar  
 consumers ; Provided nevertheless that if at the end of twelve calendar months  
 calculated from the first day of the month following that in which the supply was  
 first commenced and at the end of each subsequent period of twelve calendar months  
 during which this Agreement is in force, the registered consumption of energy shall  
 fall short of the value of Rs.                      being the equivalent of such guaranteed minimum  
 consumption as is specified in the Schedule hereto, the consumer shall pay to the  
 Licensee the difference between the registered consumption and the guaranteed  
 minimum consumption at the rate per Board of Trade unit applicable thereto ;  
 Provided further that in the event of a minimum consumption not being guaranteed  
 the consumer shall pay to the Licensee for each calendar month during which this  
 Agreement is in force a sum which shall not be less than the Licensee's prescribed  
 minimum monthly charge.

5. Readings of the meter or meters shall be taken by the Licensee once in each  
 month or at such other intervals or times as the Licensee shall deem expedient  
 and the Licensee's meter readers shall have access to the consumer's premises at all  
 reasonable times for the purpose of taking such readings. Payment for energy  
 supplied shall be made by the consumer according to the readings of each meter  
 forthwith upon presentation of a bill therefor.

6. Should the consumer dispute the accuracy of any meter not being his own  
 property, the consumer may upon giving notice and paying the prescribed fee, have  
 the meter officially tested by the licensee or the Electric Inspector, Bombay, in

accordance with section 26 of the Indian Electricity Act, 1910. In the event of the meter being tested by the licensee and found to be beyond the limits of accuracy as prescribed, the testing fee will be returned and the amount adjusted in accordance with the result of the test taken in respect of the meter readings of the three months prior to the month in which the dispute has arisen due regard being paid to conditions of occupancy during the month under dispute and during the previous three months. In the event of the test being undertaken by the Electric Inspector, Bombay, and the meter being found to be incorrect, the period during which the meter shall be deemed to have been incorrect, and the amount of energy supplied to the consumer during this period shall be decided by the Electric Inspector, Bombay.

7. The consumer shall, on receipt of a requisition from the Licensee in this behalf deposit with him the sum of Rs. \_\_\_\_\_ as security for the purpose next hereinafter mentioned, and shall on a like requisition from time to time renew or replenish such security in the event of the same becoming exhausted or insufficient. The Licensee shall be at liberty at any time and from time to time to appropriate and apply any security so deposited as aforesaid in or towards the payment or satisfaction of all or any moneys which shall become due or owing by the consumer to the Licensee in respect of the supply of energy or otherwise under this Agreement but the provisions in this clause contained shall not prejudice any other remedy to which the licensee may be entitled for the recovery of any such moneys. Interest on such deposits shall be paid to the consumer in accordance with the terms laid down in the Licensee's conditions for the supply of energy.

8. This agreement shall be in force for a period of not less than two years in the first instance from the date of commencement of the supply specified in clause 1 and thereafter shall continue from year to year until the agreement is determined as hereinafter provided.

9. The consumer shall not be at liberty save with the consent of the Licensee to determine this Agreement before the expiration of two years from the date of commencement of the supply of energy hereunder. The consumer may determine this Agreement at any time after the said period on giving to the Licensee not less than one calendar month's previous notice in writing in that behalf and upon the expiration of the period of such notice this Agreement shall cease and determine without prejudice to any right which may then have accrued to the Licensee hereunder ; Provided always that the consumer may at any time with the previous consent of the Licensee transfer this Agreement to any other person and upon subscription of such transfer this Agreement shall be binding on the transferee and the Licensee and take effect in all respects as if the transferee had originally been a party hereto in place of the consumer who shall thenceforth be discharged from all liability under or in respect hereof.

10. This Agreement shall be read and construed as subject in all respects to the provisions of the \_\_\_\_\_ Electric license, 19\_\_\_\_, and to the provisions of the Indian Electricity Act, 1910, and the rules for the time being in force thereunder as far as the same may respectively be applicable.

The supply of energy under this Agreement is also subject to the following among other provisions of law, namely :—

- (i) If the consumer fails within seven days after the date of the service thereof upon him to comply with the terms of any notice in writing by the Licensee requiring him to give security for the purposes mentioned in clause \_\_\_\_\_ hereof or to renew or replenish any security which may have been given for these purposes but which may have become exhausted or insufficient, the licensee may discontinue the supply so long such failure continues.

(ii) If the consumer adopts any form of lamp or burner or uses the energy supplied or deals with it in any manner so as unduly or improperly to interfere with the efficient supply of energy to any other person by the Licensee, or fails to keep in proper order any meter belonging to him by which the supply is registered, the Licensee may discontinue the supply so long as such lamp or burner is so adapted or the energy is so used or dealt with or the meter is not kept in proper order, as the case may be.

(iii) The Licensee shall not be bound to give or continue the supply if an Electric Inspector or other competent person appointed by the Local Government is satisfied that the electric lines, fittings, works or any other apparatus within the said premises are not in good order and condition and are likely to affect injuriously the use of energy by the Licensee or by other persons. Nor will the Licensee be responsible for any interruption or diminution in the supply of energy due to occurrences beyond his control.

(iv) If the consumer makes any alterations or additions to any electric wires, fittings, works or apparatus belonging to him within the said premises, all such alterations and additions shall be notified to the Licensee by the consumer before being connected to the source of supply with a view to their being examined and tested.

#### THE SCHEDULE REFERRED TO ABOVE

1. Description of the premises.
  2. Purposes for which supply is to be given.
  3. Maximum quantity of energy required by the consumer.
  4. Value of guaranteed consumption for each period of twelve calendar months, commencing from the day of 193
- In WITNESS whereof  
for and on behalf of the Licensee  
has/have set his/their hand/hands and the seal of the Licensee and  
the Consumer has set his hand hereunto the day and year first above  
written.

SIGNED, sealed and delivered by

for and on behalf of the Licensee.

SIGNED and delivered by

the Consumer.

*M. K. Robinson*  
*Manager*  
*Original Electric Supply Co*  
*Original*

*Original*  
*1936*

## ANNEXURE " C ".

Form of Requisition under clause V (4) of the Schedule to the Indian Electricity Act,  
1910.

(In the case of six or more owners or occupiers).

To *The Bijapur Electric Supply Co Ltd Bijapur*  
(Name of licensee).

We, the undersigned, being owners or occupiers of the premises situated in or  
upon \_\_\_\_\_ Street in the town of \_\_\_\_\_  
within the "Area of Supply" specified in the \_\_\_\_\_  
do hereby require you in pursuance  
of Clause V of the Schedule to the Indian Electricity Act, 1910, to provide within six  
months from the date of this requisition, distributing mains through the said streets.

Dated at

the \_\_\_\_\_ day of \_\_\_\_\_ 193 .

*Bijapur 3 Nos Managers*  
*29 October 1936*  
*W.K.E. Bohan*  
*Bijapur Electric Supply Co*  
*Bijapur*

## PART II.

## SERVICE AND MISCELLANEOUS CHARGES.

*Charges for service line.*—One hundred feet of service line from the distributing main, but not on the property for which a requisition for the supply of energy is received, shall be laid free of charge. The charges for the rest of the service line shall be recovered at the actual cost *plus* fifteen per centum to cover overhead charges.

## MISCELLANEOUS CHARGES.

|                                                                                                                                                         | Rs. a. p. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. Connection fee—                                                                                                                                      |           |
| (a) Connection fee for every new installation to the supply mains, including the fixing of meters .. ..                                                 | 6 0 0     |
| (b) If two or more new connections are simultaneously made from the same service, the fee for each additional connection after the first shall be .. .. | 3 0 0     |
| 2. Reconnection fee for an installation which is disconnected on account of—                                                                            |           |
| Vacation of premises or <del>non</del> -payment of accounts or infringement of the conditions of supply .. ..                                           | 2 0 0     |

*Note.*—If, owing to the staff of the Licensee being unable to obtain access to the meter, the disconnection has to be made from the mains, either underground or overhead, the consumer shall have to pay all the costs incidental to such disconnection and reconnection.

|                                                                                                                                                                                                                                                                                                                                                 | Rs. a. p.        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 3. <i>Meters</i> —                                                                                                                                                                                                                                                                                                                              |                  |
| (a) Hire of a D.C. meter <del>or single phase A.C. meter</del> <sup>AMF</sup> <del>meter</del> , per mensem .. ..                                                                                                                                                                                                                               | 0 8 0 per meter. |
| Hire of a D.C. meter for a 3 wire service <del>or</del> <sup>AMF</sup> <del>polyphase A.C. meter</del> per mensem .. ..                                                                                                                                                                                                                         | 1 0 0            |
| (b) Changing meter for one of a different size when necessitated by a change in the consumer's demand .. ..                                                                                                                                                                                                                                     | 2 0 0            |
| (c) Changing the position of the meter board only and when no alteration in service is required, the necessary alteration in <sup>consumer's</sup> wiring being carried out by the consumer through a licensed electrical contractor .. ..                                                                                                      | 3 0 0            |
| (d) Charge for attendance of a fuseman .. ..                                                                                                                                                                                                                                                                                                    | 1 0 0            |
| (e) Charge for the supply and fixing of an additional meter board .. ..                                                                                                                                                                                                                                                                         | 3 0 0            |
| (f) Charges for attendance of fusesmen at consumer's premises during any function per night .. ..                                                                                                                                                                                                                                               | 3 0 0            |
| 4. <i>Testing</i> —                                                                                                                                                                                                                                                                                                                             |                  |
| (a) <i>Installations.</i> —The test and inspection prior to connection of a new installation shall be carried out free of charge, but should any further test and/or inspection be found necessary owing to any fault in the installation or to non-compliance with the conditions of supply the charge for each additional test shall be .. .. | 5 0 0            |

*Under Section 26 of the I. E. Act 1910*

Rs. a. p.

(b) *Testing of meters*—In the case of a disputed meter no charge shall be made for testing it, should the meter prove to be <sup>outside the limits of error</sup> ~~more than~~ ~~three per centum fast or slow~~, otherwise the charge for testing it shall be .. 3 0 0 per meter.

(c) The Licensee shall undertake to test and calibrate meters, which are the property of the consumer on payment of a charge of 3 0 0 per meter.

*Note.*—The Licensee shall not accept any responsibility whatsoever for the satisfactory and correct running of the consumer's meter after the owner has taken delivery thereof subsequent to the test.

5. *Failure of supply.*—For restoring connection in cases in which the failure of supply is due to any cause other than a fault in the Licensee's apparatus .. 1 0 0

6. *Security deposits against payment of monthly bills.*—When required by the Licensee to do so, the consumer shall deposit security as under—

(1) for lights and fans per 0.5 K.W. applied for .. 5 0 0

(2) for motive power per B.H.P. installed .. 10 0 0

7. *Supply of energy for a temporary period, not covered by clause VI of the Schedule to the Indian Electricity Act, 1910—*

1. *For Lights, Fans, etc.—*

*Maximum rates*

(a) ~~Metered supply~~ .. ~~As 8 per unit with a minimum of Rs. 3 per month or part of a month.~~

(b) *Unmetered supply* .. Rs. 4-8-0 per K.W. or part thereof of maximum demand per night of .. 12 hours.

Rs. 2-4-0 per K.W. or part thereof of maximum demand per night of .. 6 hours.

~~2. For Power—~~

(a) ~~Metered supply~~ ... ~~As 4 per unit with a minimum of Rs. 3 per K.W. of demand per month or part of a month.~~

(b) ~~Unmetered supply~~ .. ~~Rs. 2-4-0 per K.W. or part thereof per day (restricted to 12 hours day supply only).~~

~~Rs. 4-8-0 per K.W. or part thereof per day for 12 hours night supply~~

3. *Service.*—The actual cost of the service (labour and materials plus 15 per cent. for supervision) shall be recovered from the consumer. When the service is removed, the labour cost of dismantling shall be charged to the consumer, who will be allowed a credit for all materials returned at the actual cost less 25 per cent. depreciation for the first month or part thereof, and 3½ per cent. for each subsequent month.

*Note.*—The Licensee is by no means bound to charge the maximum.

Bijapur 3  
29<sup>th</sup> October 3  
1936 3

Duly corrected  
& re-submitted.

26/7/1938 3

*A. K. G. Bohori*  
Manager  
Bijapur Electric Supply Co.  
Bijapur  
*A. K. G. Bohori*  
Manager.

(HP-15-16 destroyed)  
D1

2691/36  
17418.

note on D1 with account

is attached at the  
beginning of the file.

Below the revised conditions<sup>HP-14</sup> <sup>X</sup>  
in respect of supply of energy at  
Bijapur.

No. 2691/36-M.

P.W.D.

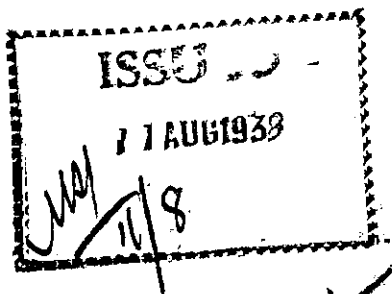
B.C., 8. Aug. 1938.

<sup>HP-14</sup>  
Copy forwarded, w.c., to the  
Commr., S.D., for favour of  
remarks after consulting the  
local authorities concerned as  
required by Sec. 21(2) of the  
J.E. Act, 1910.

Gal  
2-8-38.

By order of the G. of B.

W.C.  
6/8



By Secy.

Int. 2  
6/8

Int. 12  
5/8

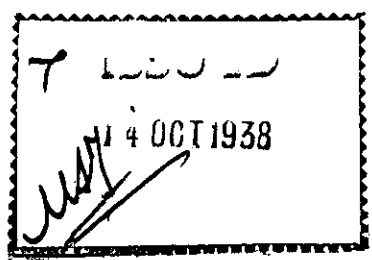
Int. 12  
5/8

Int. 12  
5/8

2691/36

(1/19-24 destroyed  
S. nos. 23941, 25582 + 1964  
ad-interim replies)

The Comm. S.D., expedited under  
No. 2691/36-M, of the 14<sup>th</sup> October 1938.



Gal  
13-10-38.

one copy of  
13/14/38 ✓  
Oshin 14/11/38

Subject :- Bijapur Electric Supply Co., Ltd. Bijapur.  
'Revised conditions of supply etc.  
in connection with the -----

-----

No. P.O.L.286.  
Office of the District Magistrate.  
Bijapur, 2nd November 1938.

From

M.S.Moulvi, Esquire, M.A.,  
District Magistrate, Bijapur.

To

The Commissioner, S.D.,  
B E L G A U M.

Sir,

Reference :- Your Memorandum, No. M.S.C.-113  
dated 23-8-1938.

-----

*4. Not a new matter*  
I have the honour to send herewith the copy <sup>bb 27-29</sup> of the opinion of the President, Municipal Borough, Bijapur on the subject together with the copy <sup>x</sup> of the conditions.

2. On enquiry it is found that the radio sets do work even on 200 volts pressure. The system of supply being 220 volts from the commencement of the electric supply, some radios in the city are said to be working satisfactorily. The point raised by the Municipality does not, it appears, stand.

3. As regards the miscellaneous charges, most of the rates have been proposed to be reduced by the Supply Company. Further reduction under head <sup>b13</sup> 3 (Meters) does not appear to be necessary in view of the rates prevailing in other cities. D. C. meters are said to cost more than those of A.C. This fact shall have to be taken into consideration in proposing a reduction under this head.

4. The amount of Rs. 137/- in connection with the Basari Bavadi Pump represents the estimated cost. But the actual expense of Rs. 90/- was recovered after the execution of the work in question. No complaints have so far been received from consumers in this connection.

Under these circumstances the proposed draft of the conditions may be recommended for sanction.

I have the honour to be,  
Sir,  
Your most obedient servant.

*hcy.*  
District Magistrate, Bijapur.

-----  
No. 1374 of 1938-39.  
Municipal Office, Bijapur.  
Dated: 21-10-1938.

x            x            x

2. The voltage is proposed to be reduced from  
- 230 to 220. This is not desirable. The radio sets work  
at voltage ranging upto 250. If as proposed the voltage  
is reduced to 220 the radio sets will not work. Besides,  
there will be also leakage even out of the 220 voltage.

I think the miscellaneous charges should be  
reduced from those stated in part II of the conditions  
to those specified below:-

2. Re. 1  
3(a) 0.4.0  
   (b) 1.0.0  
   (c) 2.0.0  
   (d) 0.8.0  
   (f) 2.0.0  
4(a) 3.0.0  
   (b) 2.0.0  
5.   0.8.0  
7.   3.0.0)  
     1.8.0)

As regards the charges for service line, the  
contractor levies any amount arbitrarily. In the case  
of wiring to the pumping set at Basari Bavadi in the  
city, the contractor had preferred a bill of Rs. 137/-.  
The bill after being duly checked by the municipal auditor  
was reduced to Rs. 90/-. I am informed that such things '  
have often occurred in the cases of rate-payers also.

If it is not out of place here, I may also suggest  
that the following reductions are deemed necessary :-

Rate per unit of energy consumed upto 12 units  
should be reduced from As. 0.6.0 to As. 0.4.0 as is  
already resolved upon by the Municipality. The rate above  
12 units should be As. 0.3.6. The rate for municipal  
street lighting should ~~be~~ be reduced from As. 0-4-0  
to As. 0-3-0, per unit. The charges per unit for cooking  
and heating should be 0-1-0 and for motive power purposes  
should be 0-1-0 plus Re. 1/- p.m. per K.W. load connected.  
The minimum charges should be reduced from Rs. 3.0.0 to  
Rs. 2-0-0.

The

herewith. The revised draft conditions are returned

Sd/- G.V.Hiremath,  
PRESIDENT.

Copy of letter No. 179 of 26th-39 from the  
President, Bijapur Municipality, Bijapur to the District  
Magistrate, Bijapur.

----

Subject :- The Bijapur Electric License, 1926;  
Conditions of supply and miscellaneous  
charges in connection with.

---

"In continuation of this office No. 1734 of 14/18-1-39  
I have the honour to inform you that the question was  
considered by the General Body who have in their No. 222  
of 21-1-1939 resolved as under :-

"Suggestions incorporated in the President's letter  
No. 1374<sup>127</sup> of 21-10-1938 to the District Magistrate are  
approved."

Herewith is returned the draft amended license."

----

Below Bijapur District Magistrate's No. P.O.L.286,  
dated the 2nd November 1938 and accompaniment.

-----

No. M.S.C.113.

Office of the Commissioner, S.D.

Belgaum, 31st March 1939.

Submitted to Government in the Public Works Department  
with reference to Government memorandum No. 2691/36-M, dated  
the 8th August 1938.

2. A copy of the resolution since passed by the  
Bijapur Municipality agreeing with the remarks made by the  
President in the matter is enclosed.

2. The Municipality has nothing to urge against the  
conditions of supply proposed to be adopted by the Company  
for regulating its relations with the consumers. Its objec-  
tions are only with regard to (1) the reduction in voltage  
from 230 to 220, (2) the rates proposed for miscellaneous  
~~charges~~ <sup>charges</sup> and for the consumption of energy. As Government  
have since refixed the charges with regard to consumption of  
energy and meter rent in the Bijapur town - Vide Government  
letters Nos. 2975/36-M, dated the 11th February and the 11th  
March 1939 to the Managing Director of the Company - the only  
two points, which call for remarks are:--

(1) reduction in voltage and

(2) reduction in the rates of miscellaneous charges  
(other than meter rent and consumption of energy).

In view of the facts set out by the District Magistrate in  
paragraph 2 of his letter the Municipality's objection  
with regard to (1) needs no further examination.

As regards (2): A comparison of the existing rates with  
the rates now proposed by the Company reveals that a substan-  
tial reduction has been proposed under such items as,  
connection fee, reconnection fee, changing the position of  
the meter board, testing of meters etc. Any further reduc-  
tion, as desired by the Municipality is likely to be --

x file 2975/36  
16 & 21/36  
12/36  
(1)

embarrassing to the Company. The Commissioner therefore agrees  
with the District Magistrate that further reduction in the  
rates of miscellaneous <sup>Charges</sup>~~charges~~ is not called for.

  
Commissioner, S.D.   


RSB.

ms 4/4

|                                |
|--------------------------------|
| <b>PUBLIC WORKS DEPARTMENT</b> |
| File No. 2691/36               |
| 3 - APR 1939                   |
| Serial No. 8548                |

ms B  
3 4-29

4/4

M.B.

<sup>p.17</sup> Submitted with ref.to Govt.endt.No.  
2691/36-M, dated the 8-8-1938.

2. The Muny.of Bijapur have raised  
<sup>p.27</sup>  
certain objections in respect of the  
<sup>p.1-14</sup>  
revised conditions of supply and misc.  
charges. For the reasons stated in their  
<sup>p.25-31-32</sup>  
communications within both the Collr.of  
Bijapur and the Commr.,S.D., do not support  
the Muny's objections. Before the revised  
conditions <sup>are</sup> are finally sanctioned by Govt  
these papers may be shown u.o.to the El.  
Engr.to Govt.for remarks with ref.to the  
Muny's objections <sup>p.27</sup> and suggestions. The  
Commr.has not returned the copy of the  
revised conditions etc.forwarded to him.  
It is not necy.to call for it from him.

The El.Engr. may be requested to supply a  
<sup>additional</sup>  
~~duplicate~~ copy of the same, duly corrected

<sup>+</sup>  
Thro.F.B.

B.K.R.  
14-4-39.  
147

<sup>+Sno</sup>  
17.4.39

<sup>Engr.</sup>  
14.4.39.

<sup>M.B.</sup>  
18/4

no to the Rec. Engr. to Govt.  
18/4/39

19 APR 1939

|                     |
|---------------------|
| ELECTRICAL ENGINEER |
| 2841                |
| XKUB                |

Below U.O.R. No.2691/36/8546, dated the 19th April 1939,  
from Government in the Public Works Department.

----

No. 1275 of 1939,  
Bombay, 18<sup>th</sup> September 1939.

Returned with compliments.

2. The statement of the Municipality (page 27) that the voltage of supply at Bijapur has been reduced from 230 to 220 is not correct. The voltage of supply at Bijapur from the commencement has been 220 volts. The assumption of the Municipality that Radio sets do not work on 220 volts is not correct.

3. The miscellaneous charges quoted by the Supply Company are in accordance with the standard maxima rates prescribed by Government. The reductions suggested by the Municipality cannot be accepted.

4. As regards the reductions in the rates of supply, as suggested by the Municipality, no action is called for. The rates of supply of the Bijapur Electric Supply Company were investigated by the Electricity Advisory Committee. The Supply Company have reduced their power rates from 1st April 1939, and Government have accepted the same, pending further orders.

5. The conditions of supply, etc., are in order, and may be sanctioned. One more copy of the conditions is enclosed.

  
Electrical Engineer to Govt.  
JS

Enc 1:  
T.

RTM  
18/9

|                         |
|-------------------------|
| PUBLIC WORKS DEPARTMENT |
| File No. 2691/36        |
| 18. SEP. 1939           |
| Serial No. 21991        |

MB  
18-9-39

✓A  
86

W.B.

Submitted with reference to this  
 Deptt.u.o.r. dated the 19th April 1939 to  
 the El.Engr.to Govt.

2. In view of the remarks made by  
 the El.Engr.in paras. 2-5 of his report,  
 the objections raised by the Bijapur  
 Muny.need not be considered further.

The conditions of supply etc.are stated  
 to be in order. These may be sanctioned,  
 as per draft Reso.put up for approval and  
 submission.

W.B.  
 21.9.39

M.H.  
 18/9

The Bijapur Electric License,  
1926.

Sanction to the Conditions  
of Supply and miscellaneous  
charges in con.with -

Govt. of Bombay.

P.W.D.

Reso. No. 2691/36.

B.C. 29<sup>th</sup> Septr. 1939.

D1 Letter from the El. Engr. to Govt.,  
No. L.Rm. 8/1505, dated the 29th July 1938,  
as under :-

(Enter)

Read Govt. Endt. No. 2691/36-M.,  
dated the 8th August 1938, to the Commr.,  
S.D.

Read endt. by the Commr., S.D.,  
No. M.S.C. 113, dated the 31st March 1939.

Memo. from the El. Engr. to Govt.,  
No. L.Rm. 8/2275, dated the 18th Septr.  
1939, as under :-

(Enter paras. 2-5)

RESOLUTION : The following letter  
should be addressed to the Manager,  
Bijapur El. Supply Co., Ltd. :-

"I am directed to state that Govt.  
is pleased to sanction the Conditions  
of supply and miscellaneous charges,  
Parts I and II, for the supply of el.  
energy at Bijapur in the forms submitted  
by you through the El. Engr. to Govt.  
I am to return herewith one copy of  
the conditions and to request that when  
these are finally printed, six copies  
thereof may be supplied to Govt. and  
four copies to the El. Engr. to Govt.  
direct

X spare copy at the beginning  
of the file.

direct."

2. On receipt of the printed copies of the Conditions of supply and misc. charges from the Coy., a copy should be supplied to each of the local officers concerned.

By order of the G. of B.

- To
- The Commr., S.D.
  - The S.E., S.C.
  - The El. Engr. to Govt.
  - The Collr. of Bijapur.
  - The Ex. Engr., Bijapur Dn.
  - The Ex. Engr., El. Dn.
  - The Manager, The Bijapur El. Supply Co. Ltd. (By letter)

*21.8.39*

*21.8.39*

*11.9.39*

*DS ✓*

*Secy.*

*4.10.39*

*Have PWD*

*28/9*

*1.11*

*1.11*

The Bijapur Electric License, 1926.  
Sanction to the Conditions  
of supply and miscellaneous  
charges in connection with -

Government of Bombay.  
Public Works Department.  
Resolution No. 2691/36.  
Bombay Castle, 29th September 1939.

(R. G. Higham Esq.)

D | Letter from the Electrical Engineer to Government, No.  
L.Rm.8/1505, dated the 29th July 1938, as under:

"With reference to Government Resolution, Public Works Department, No. 9872/27, dated the 5th May 1936, I have the honour to forward herewith for sanction, after consulting the local authority, the revised conditions of supply and miscellaneous charges, Parts I and II; in respect of supply of energy at Bijapur, submitted by the Bijapur Electric Supply Company, Limited in cancellation of their conditions etc. sanctioned in Government Resolution, Public Works Department, No. 2404/27, dated the 22nd May 1929. The revised conditions, etc. are in order."

Read Government endorsement No. 2691/36-M, dated the 8th August 1938, to the Commissioner, Southern Division.

Read endorsement by the Commissioner, Southern Division, No. M.S.C. 113, dated the 31st March 1939.

Memorandum from the Electrical Engineer to Government, No. L.Rm.8/2275, dated the 18th September 1939, as under:-

"x x x x x x  
"2. The statement of the Municipality that the voltage of supply at Bijapur has been reduced from 230 to 220 is not correct. The voltage of supply at Bijapur from the commencement has been 220 volts. The assumption of the Municipality that Radio sets do not work on 220 volts is not correct.

"3. The miscellaneous charges quoted by the Supply Company are in accordance with the standard maxima rates prescribed by Government. The reductions suggested by the Municipality cannot be accepted.

"4. As regards the reductions in the rates of supply, as suggested by the Municipality, no action is called for. The rates of supply of the Bijapur Electric Supply Company were investigated by the Electricity Advisory Committee. The Supply Company have reduced their power rates from 1st April 1939, and Government have accepted the same, pending further orders.

"5. The conditions of supply, etc., are in order, and may be sanctioned. One more copy of the conditions is enclosed."

RESOLUTION:- The following letter should be addressed to the Manager, Bijapur Electric Supply Company, Limited:-

A

"I am directed to state that Government is pleased to sanction the Conditions of supply and miscellaneous charges, Parts I and II, for the supply of electrical energy at Bijapur in the form submitted by you through the Electrical Engineer to Government. I am to return herewith one copy of the conditions and to request that when these are finally printed, six copies thereof may be supplied to Government and four copies to the Electrical Engineer to Government direct."

2. On receipt of the printed copies of the Conditions of supply and miscellaneous charges from the Company, a copy

should

should be supplied to each of the local officers concerned.

By order of the Governor of Bombay,

*R. H. Hammett*  
(R. H. HAMMETT, ) *O.C.*

Deputy Secretary to Government.

G.R.No.2691/36,P.W.D.,dated the 29th September 1939.

To

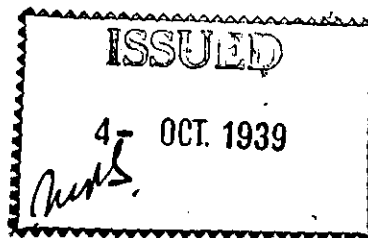
- The Commissioner, Southern Division.
- The Superintending Engineer, Southern Circle.
- The Electrical Engineer to Government.
- The Collector of Bijapur.
- The Executive Engineer, Bijapur Division.
- The Executive Engineer, Electrical Division.
- \* The Manager, The Bijapur Electric Supply Company, Ltd. *x Issued*  
(By letter). *MBB 4/10*

No. of 1939.  
Copy forwarded for information and guidance to

BKR.  
30/9

*H. J. 2/4/39*

*L. J. (H. J.)*  
*H. J.*



# The Bijapur Electric Supply Co. Ltd. Bijapur.

No. G-755 of 1939-40.

Bijapur, 29th February ~~193~~ 1940.  
M. & S. M. Ry.

To,

The Deputy Secretary to Government ;  
Public Works Department,  
Secretariat, Fort, Bombay.

Subject:- The Bijapur Electric License, 1926;  
Sanction to the Conditions of supply  
and miscellaneous charges in connection  
with- .

X Printed in  
the SA no 41  
2691/36429-9-39  
Sir,

With reference to your letter No. 2691/36.M, dated  
2nd October last, we humbly beg to submit herewith six -  
printed copies of the Conditions of Supply as desired receipt  
whereof may, it is requested, be kindly acknowledged.

We beg to remain,

Sir,

Yours faithfully,

*D. K. Gohari*  
Manager.

**The Bijapur Electric Supply Co. Ltd.**

Encl:- Six Copies of the  
conditions etc, -  
referred to.

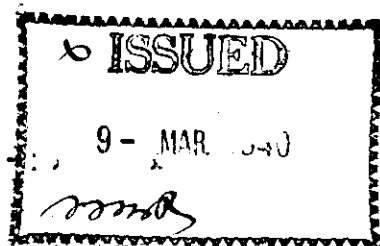
*W. A. K.*

Receipt acknowledged:

DBM  
8/3/40

8/3/40

AS



→ LK 2/3

(Un B-) Submitted:

2. The papers may now

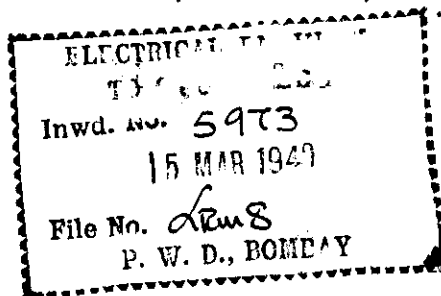
be referred to the rel.

engr to send with a request

to Mr. [unclear] the printed

copies of the conditions of supply

etc are in order.



12 MAR 1940

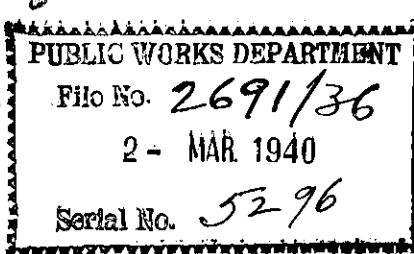
not 23/3

DBM  
11/3/40

11/3

U. O. to [unclear] Engr. to [unclear] 9/12/3/41 → (with printed copies)

D.S. ✓  
SPM  
11/3



MB  
4/3

MB  
2-3/40

## BIJAPUR ELECTRIC LICENCE, 1926

### Conditions and Miscellaneous Charges for the Supply of Energy.

#### PART I

##### *Conditions of Supply.*

1. *Application for supply*—(1) An application for the supply of energy shall be made to the licensee in the form of a requisition attached hereto (Annexure A), of which copies are obtainable from the licensee. The requisition shall be signed by the owner or occupier of the premises for which the supply is required. Any assistance or information required in filling up the form will be given to the applicant at the office of the licensee.

(2) If the supply is required for motors the applicant shall state the purpose for which the motors are required, and shall also specify the amount of the current in amperes at full load which may be required for each motor.

(3) A requisition under clause V (4) of the Schedule to the Indian Electricity Act, 1910, requiring the licensee to provide distributing mains throughout a street or part thereof shall be in the form of Annexure C attached hereto.

2. *Service Lines*.—The licensee shall lay free of charge 100 feet of service line from his nearest distributing main outside the limits of the property in respect of which the requisition is made. Any length in excess of 100 feet, as defined above and the whole of the service line within the limits of the property in respect of which the application is made shall be paid for by the applicant.

3. *Notice for fixing the position of service*—Upon receipt of a requisition, notice shall be sent to the consumer or to the wiring contractor acting on the consumer's behalf for his representative to meet the Licensee's engineer for the purpose of inspecting the premises and fixing the point of entry of the supply mains and the position of the mains, cut-outs and meters.

4. *Quotations, etc., for laying service lines*.—The position for the service having been agreed upon as provided in condition 3 above, the licensee shall thereafter submit to the applicant a quotation of the estimate of the cost of carrying out the work. The quotation having been accepted, the applicant shall be required to deposit the amount of the estimate with the licensee before the service is laid. The deposit having been duly paid, orders shall be issued for the work to be put in hand and the amount so deposited shall be subsequently adjusted, if necessary, on completion of the figures of the actual cost of the service line. Other conditions being equal, service lines shall as far as possible be laid in the order of the dates of receipt of the deposit money.

Note.—The service line, notwithstanding that a portion of the cost has been paid for by the consumer, shall remain the property of the licensee by whom it is to be maintained.

5. *Wiring on consumer's premises*—For the protection of the consumer and the public generally, it is necessary that the wiring on the consumer's premises should conform to the Indian Electricity Rules, 1937, and the rules

of the Fire Insurance Company in terms of which the building is insured and be carried out by a licensed electrical contractor. As soon as the consumer's installation is completed in all respects and tested by the consumer's contractor, the consumer should submit to the licensee the wiring contractor's completion and test report. A form for this purpose shall be supplied by the licensee. It is important that the conditions named therein are fully complied with, as otherwise there will be a delay in obtaining the supply.

As required by rule 48 of the Indian Electricity Rules, 1937, no electrical installation work (including additions, alterations, repairs and adjustments to existing installations), except such replacement of lamps, fans, fuses, switches and other component parts of the installation as in no way alters the capacity and character of the installation, shall be carried out upon the premises on behalf of any consumer or owner for the purposes of supply of energy to such consumer or owner, except by an electrical contractor licensed by Government in this behalf and under the direct supervision of a person holding a certificate of competency issued by Government. Any person committing a breach of rule 48 shall render himself liable to punishment under rule 123 of the said Rules.

6 *Inspection and testing of installation by the licensee.*— (a) Upon receipt of the test report the licensee shall notify to the consumer the time and the day when the licensee's representative proposes to inspect and test the installation. It will then be the duty of the consumer to arrange that a representative of the wiring contractor employed by him is present at the inspection to give the licensee or his representative any information required by him concerning the installation.

(b) No connection shall be made until the consumer's installation has been inspected and tested by the licensee and found satisfactory. No charge shall be made for the first test by the licensee, but subsequent tests due to faults found at the initial test shall be charged for in accordance with Part II of these conditions.

(c) Before taking the insulation test of the installation the wiring must be complete in every respect. All fittings such as lamps, fans, cookers, motors, etc., must be connected up, fuses inserted and all switches switched in the "on" position before the tests are carried out. Temporary wires or fittings or dead ends should not be included in the installation and no part of the work should be left incomplete.

(d) The insulation resistance of the entire installation to earth shall be tested from the installation side of the licensee's terminals.

(e) The licensee shall not connect the conductors and fittings on the consumer's premises with his works, unless he is reasonably satisfied that the connection will not at the time of making the connection cause a leakage from those conductors and fittings exceeding one five thousandth part of the maximum supply demanded on the consumer's premises.

7 *Extensions and alterations.*—Should the consumer at any time after the supply of energy has been commenced, desire to increase the number or size of lights, fans, motors, etc., on his premises, or in any way to alter the position of his wiring therein, notice thereof shall be sent in writing to the licensee whose representative will call and inspect the alteration and, if necessary, change the meters and fuses and alter the service line. Failure to give such notice may derange the supply system and will render the supply liable to be summarily discontinued.

8 *Failure of supply.*—Should at any time the licensee's service fuse or fuses fail, notice thereof should be sent to the licensee's office or if there are sub-stations, to the nearest sub-station. Only authorised employees bearing the badge of the licensee are permitted to replace these fuses in the licensee's cut-outs. Consumers are not allowed to replace these fuses and they will render themselves liable to a heavy penalty if the licensee's seals placed to protect his apparatus are broken. The licensee does not allow his employees to carry out repairs to the consumer's installation. If the failure of supply is due to any cause other than a fault in the licensee's apparatus, the consumer will be charged a fee of Re. 1 for the attendance of the fuseman in accordance with Part II of these conditions.

9 *Access to premises and apparatus.*—The licensee's servants are entitled at all reasonable times to enter upon the premises to which energy is supplied for the purpose of reading the meters and for other purposes connected with the apparatus belonging to the licensee.

10 *Accuracy of meters.*—Should the consumer dispute the accuracy of any meter which is not his own property, he may, upon giving notice and paying the prescribed fee, have the meter tested by the licensee or the Electric Inspector, Bombay, in accordance with section 26 of the Indian Electricity Act, 1910. In the event of the meter being tested by the licensee and found to be beyond the limits of accuracy as prescribed, the testing fee shall be returned and the amount of the bill adjusted in accordance with the result of the test taken with respect to the meter readings of the three months prior to the month in which the dispute has arisen, due regard being paid to conditions of occupancy during the month under dispute and during the previous three months. In the event of the test being undertaken by the Electric Inspector, Bombay, and the meter being found to be incorrect, the period during which the meter shall be deemed to have been incorrect, and the amount of energy supplied to the consumer during this period shall be decided by the Electric Inspector, Bombay, whose decision shall be final.

The licensee may remove the meter for the purpose of testing it in his laboratory.

11 *Deposits* —The consumer may be required by the licensee to enter into a contract in the form of Annexure B hereto appended or make a declaration in lieu of the written contract on one rupee stamp and to make a cash deposit or to give security in Government Promissory Notes or other approved securities for the payment of his monthly bills for energy supplied and for the value of the meter and other apparatus installed on his premises. In the event of no contract having been entered into between the licensee and the consumer, the latter after the supply of energy has once commenced, shall be bound by the terms and conditions of supply herein set forth.

The licensee is prepared to allow interest as follows upon deposits lodged with him against (a) regular payment of energy bills (b) a reasonable return under clause V and/or VI of the Schedule to the Indian Electricity Act, 1910. In both the above cases deposits must be made in cash if the sum deposited is below Rs. 100 and in cash or Government securities if the sum is Rs. 100 or exceeds that amount. No interest shall be allowed upon deposits below Rs. 50.

On deposits of Rs. 50 or more which may be made in cash, interest shall be allowed at the rate of 2 per centum per annum.

On deposits made in Government securities the interest accruing thereon will be collected periodically and passed on to the depositor less 2 per cent. which will be retained by the licensee to cover the cost of collection, etc. When Government securities are deposited the amount of the deposit shall be calculated at the current market value of the said securities and not upon their face value. No interest shall be allowed on deposits lodged against the cost of service lines, as the account is only of a temporary nature.

12. *Notice of removal* — Consumers about to vacate or sublet their premises shall give to the licensee a full seven days' notice in writing as to whether the premises should be disconnected or only the meters should be read and the bills submitted; otherwise, the licensee cannot guarantee that the meter readings will be taken on the required date. Failing such notice, the consumer will be held responsible for all energy consumed on the premises until the expiration of 24 hours from the day on which notice of removal in writing has been received at the office of the licensee.

13. *Payment of bills.*—(1) Bills should be paid at the licensee's office within 8 days from the date of their presentation.

(2) Any complaints with regard to the accuracy of the bills shall be made in writing to the licensee and the amounts of such bills shall be paid *under protest* within the said period of 8 days. The amounts of bills paid under protest will be regarded as advances to the credit of the consumer's account until such time as the bills in dispute have been finally settled.

(3) If the consumer fails to pay any bill presented to him within the said period of 8 days, the licensee shall be at liberty to take action under sub-section (1) of section 24 of the Indian Electricity Act, 1910, and to cut-off the supply after giving such consumer not less than 7 days' clear notice in writing without prejudice to his right to recover the amount of the bill by suit. Where, however, any difference or dispute has been referred under the Act to an Electric Inspector before notice as aforesaid has been given by the licensee, the licensee shall not be at liberty to cut-off the supply for failure to pay the bill except where the licensee has made a request in writing to the consumer that the amount in dispute should be deposited with the Electric Inspector and the consumer has failed to comply with such request.

14. *System of supply* — Supply of energy shall be given from medium pressure distributing mains on the Three-wire Direct Current system, 440 volts between outers or 220 volts between each outer and neutral wire.

15. *Classification of Installations* :—

#### D. C. SYSTEM.

(a) 2 wire, 220 volts—

1. General supply not exceeding 10 amperes.
2. Motive power installations up to 1 B. H. P. in the aggregate.

(b) 3 wire, 220 volts between outer wire and neutral—  
General supply exceeding 10 amperes.

(c) 2 wire, 440 volts between outers—

Motive power installations of over 1 B. H. P. in the aggregate.

16. *General Wiring Conditions* —(a) *Mains.*—The consumer's mains shall in all cases be brought back to the licensee's point of supply and sufficient cable shall be provided for connecting up with the licensee's apparatus.

(b) *Switches and Fuses.*—The consumer shall provide linked quick break main switches and a single pole fuse on each pole, which shall be fixed as near as possible to the licensee's meter board.

(c) *Balance of Installation* —If the connected load of any installation exceeds 10 amperes at 220 volts, the installation shall be wired on the group system, separate neutral wires being brought back in each case to the licensee's point of supply. An approved form of linked switch (single pole) with two single pole fuses shall control each main circuit. The lamps, fans or any other apparatus of which the installation consists shall be so grouped that under normal working conditions the current will be balanced and no current will be flowing in the neutral wire.

(d) *Medium Pressure Supply* —With medium pressure supply, i. e., 250 volts to 650 volts, the licensee's meter and service cut-outs shall be enclosed in a strong teakwood box suitably ventilated and provided with a hasp, staple and lock. All wires between which a difference of potential of 250 volts or over exists shall be made inaccessible to unauthorised persons or enclosed in an earthed metallic casing or conduit. A "Caution" Board printed in English and in the Vernacular shall be fixed thereto.

(e) *Aerial Mains.*—In order to save the expense of a long underground service on private property, a consumer may, with the licensee's approval, erect a pillar on that portion of his property which is nearest to the licensee's supply mains into which the service shall be laid and from which the consumer shall run overhead mains to his premises. These overhead mains shall constitute a portion of his installation and shall be laid in compliance with the Indian Electricity Rules, 1937. An efficient choking coil and lightning arrester may be fixed at the commencement of the overhead line at the consumer's cost should he desire the same, as an additional protection for his installation.

(f) *Earthing* —Gas pipes shall on no account be used for earthing purposes. All wiring shall be kept away as far as possible from gas and water pipes.

(g) *Domestic Heating and Cooking* —A special circuit for heating and cooking shall be run from the licensee's point of supply. Wall plugs used on these circuits shall be of the three pin type, the third pin being an earth connection. Two pin plugs or lighting sockets shall not be allowed.

(h) *Plugs* —All plugs shall be switched on the live wire and not on the neutral.

(i) *Wiring.*—Single leads shall not be allowed to be run separately in iron conduit.

(2) *D. C. Motor Installation*—Motors shall be provided with control gear so as to prevent satisfactorily an excessive current demand from the consumer's installation. Failure to comply with these regulations will render the consumer liable to disconnection from the supply on account of interference with the supply to other consumers.

Motor circuits shall be controlled by a double pole switch protected by a no-volts release and D. P. fuses (or overload releases). It is important that the release be maintained in thorough working order. Wiring for motors shall be run with both the wires bunched in a single metallic conduit, which must be efficiently earthed throughout and connected to the frame of the motor from

which two separate earth wires shall be run. The minimum size of the earth wire permitted is No. 10 or 2/14 S. W. G. All motors shall comply in every respect with the Indian Electricity Rules, 1922.

Motors above 1 B. H. P. shall be wound for 440 volts.

17. *Saving of Rights of Licensee and Consumers.*—Nothing in these conditions shall abridge or prejudice the rights or remedies of the licensee and the consumer under the license, the Indian Electricity Act, 1910, or the Indian Electricity Rules, 1937.

A. K. G. BÖHARI,

Manager,

Bijapur Electric Supply Co., Ltd.

## PART II.

### *Service and Miscellaneous Charges*

*Charges for service line.*—One hundred feet of service line from the distributing main, but not on the property for which a requisition for the supply of energy is received, shall be laid free of charge. The charges for the rest of the service line shall be recovered at the actual cost *plus* fifteen per centum to cover overhead charges.

### *Miscellaneous Charges.*

|                                                                                                                                                       | Rs. | a. | p. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|
| 1. Connection fee—                                                                                                                                    |     |    |    |
| (a) Connection fee for every new installation to the supply mains, including the fixing of meters ....                                                | 6   | 0  | 0  |
| (b) If two or more new connections are simultaneously made from the same service, the fee for each additional connection after the first shall be ... | 3   | 0  | 0  |
| 2 Reconnection fee for an installation which is disconnected on account of—                                                                           |     |    |    |
| Vacation of premises or non-payment of accounts or infringement of the conditions of supply ...                                                       | 2   | 0  | 0  |

*Note.—If, owing to the staff of the Licensee being unable to obtain access to the meter, the disconnection has to be made from the mains, either underground or overhead, the consumer shall have to pay all the costs incidental to such disconnection and reconnection,*

| 3. Meters—                                                                                                                                                                                                | Rs | a | p           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---|-------------|
| (a) Hire of a D. C. meter, per mensem                                                                                                                                                                     | 0  | 8 | 0 per meter |
| Hire of a D. C. meter for 3 wire service per mensem ...                                                                                                                                                   | 1  | 0 | 0           |
| (b) Changing meter for one of a different size when necessitated by a change in the consumer's demand....                                                                                                 | 2  | 0 | 0           |
| (c) Changing the position of the meter board only and when no alteration in service is required, the necessary alteration in consumer's wiring being carried out by a licensed electrical contractor .... | 3  | 0 | 0           |

|                                                                                             |      |   |   |   |
|---------------------------------------------------------------------------------------------|------|---|---|---|
| (d) Charge for attendance of a fuseman                                                      | .... | 1 | 0 | 0 |
| (e) Charge for the supply and fixing of an additional meter board                           | .... | 3 | 0 | 0 |
| (f) Charges for attendance of fusesmen at consumer's premises during any function per night | .... | 3 | 0 | 0 |

4. *Testing—*

- (a) *Installations*—The test and inspection prior to connection of a new installation shall be carried out free of charge, but should any further test and/or inspection be found necessary owing to any fault in the installation or to non-compliance with the conditions of supply the charge for each additional test shall be .... 5 0 0
- (b) *Testing of meters under section 26 of the I. E. Act. 1910*— In the case of a disputed meter no charge shall be made for testing it, should the meter prove to be outside the limits of error allowed under rule 32 of the I. E. rules 1937, otherwise the charge for testing it shall be ... 3 0 0 per meter
- (c) The Licensee shall undertake to test and calibrate meters, which are the property of the consumer on payment of a charge of ... 3 0 0 per meter

*Note.—The Licensee shall not accept any responsibility whatsoever for the satisfactory and correct running of the consumer's meter after the owner has taken delivery thereof subsequent to the test.*

5. *Failure of supply*—For restoring connection in cases in which the failure of supply is due to any cause other than a fault in the Licensee's apparatus ... 1 0 0
6. *Security deposits against payment of monthly bills.*—When required by the Licensee to do so, the consumer shall deposit security as under—
- |                                                   |      |    |   |   |
|---------------------------------------------------|------|----|---|---|
| (1) for lights and fans per 0.5 K. W. applied for | .... | 5  | 0 | 0 |
| (2) for motive power per B. H. P. installed       | ...  | 10 | 0 | 0 |
7. *Supply of energy for a temporary period, not covered by clause VI of the Schedule to the Indian Electricity Act, 1910—*

1. *For Lights, Fans, etc —*

*Unmetered supply*

*Maximum rates*  
Rs. 4-8-0 per K. W. or part thereof of maximum demand per night of .... 12 hours.  
Rs. 2-4-0 per K. W. or part thereof of maximum demand per night of .... 6 hours.

2. *Service.*—The actual cost of the service (labour and materials plus 15 per cent. for supervision) shall be recovered from the consumer. When the service is removed, the labour cost of dismantling shall be charged to the consumer, who will be allowed a credit for all materials returned at the actual cost less 25 per cent. depreciation for the first month or part thereof and 3½ per cent. for each subsequent month.

*Note.—The Licensee is by no means bound to charge the maximum.*

A. K. G. BOHARI,

*Manager,*

Bijapur Electric Supply Co., Ltd.

ANNEXURE "A".

FORM OF REQUISITION FOR SUPPLY OF ENERGY UNDER CLAUSE VI (5) OF THE  
SCHEDULE TO THE INDIAN ELECTRICITY ACT, 1910.

**Note:-Intending consumers are requested to see that this form is fully and clearly filled in and signed.**

To

**The Bijapur Electric Supply Company Limited,  
Bijapur.**

I/We hereby require you, in accordance with clause VI of the Schedule to the Indian Electricity Act, 1910, within one month or within such longer period as the Electric Inspector may allow, from the date of this requisition, to supply energy for the premises owned/occupied by me/us,

and situate within the area of supply specified in the

Licence, 19 , for the following:—

[illegible]

**Applicant's Name**

### Designation

### Class of Premises

House No.

## Road

### Locality

This requisition is for —

### (1) A New Service.

The landlord has agreed to my taking the supply of energy and his written authority is enclosed herewith.

(2) A Tapping.

The name and address of the consumer for whom the service was originally laid

His Service No. is

The landlord has agreed to my taking the supply of energy and his written authority is enclosed herewith.

(3) An extension to my existing installation from Service No.

(4) A re-connection.

The previous consumer's name is

and his service No. is

(5) A change of name from

Service No.

The wiring will be carried out by:—

Name

Address

Applicant's signature

Present address

Date

**Note—**

1. The applicant is requested to complete the clause referring to this requisition and to strike out the clauses which are inapplicable.

2. Under clause VI (I) 1st proviso of the Schedule to the Indian Electricity Act, 1910, the licensee shall not be bound to comply with any such requisition unless and until the person making it—

(a) within fourteen days after the service on him by the licensee of a notice in writing in this behalf, tenders to the licensee a written contract in the form approved by the Local Government duly executed and with sufficient security binding himself to take the supply of energy for not less than two years to such amount as will produce at current rates charged by the licensee, a reasonable return to the licensee; and

(b) if required by the licensee so to do, pays to the licensee the cost of so much of any service line as may be laid down or placed for the purposes of the supply upon the property in respect of which the requisition is made, and of so much of any service line as it may be necessary for the said purposes to lay down or place beyond one hundred feet from the licensee's distributing mains, although not on that property.

3. No connection will be given to any consumer whose installation has not been carried out by a licensed electrical contractor and under the direct supervision of a Competency Certificate holder [ *vide* Government Notification (Public Works Department) No. 640/27-I, dated 15th November 1934 ]

4. In lieu of the contract referred to in Note 2 (a) above, the licensee is prepared to accept a declaration in the following form, subject to deposit of any required securities by the applicant :—

**Declaration.**

I/We hereby declare that I/we desire to have and agree with the licensee to take a supply of energy for the above mentioned purposes for a period of not less than two years from the date of commencement of the supply and to be bound by the provisions of clause VI of the Schedule to the Indian Electricity Act, 1910, and by the licensee's charges, rates and conditions of supply as from time to time in force.

One rupee stamp.

Applicant's signature.

Bijapur.

**A. K. G. BOHARI.**

Manager,

Bijapur Electric Supply Co. Ltd., Bijapur.

## ANNEXURE " B ".

AN AGREEMENT made this                      day of                      one thousand  
nine hundred and forty                      between  
(hereinafter referred to as the " Licensee ", which expression shall, unless ex-  
cluded by or repugnant to the context, be deemed to include his successors  
and permitted assigns) of the one part and                      (hereinafter  
referred to as " the consumer ", which expression shall unless excluded by or  
repugnant to the context include his heirs, executors, administrators and  
assigns) of the other part.

WHEREAS the licensee has agreed to supply and the consumer has agreed  
to take energy at the premises mentioned in the schedule hereto ( hereinafter  
referred to as " the said premises " ), subject to the terms and conditions here-  
inafter contained:

Now it is hereby agreed by and between the parties hereto as follows:-

1. The licensee shall from the                      day of                      194 .  
and during the continuance of this agreement, supply the consumer with the  
energy required by him for the purpose and up to the maximum quantity  
specified in the schedule hereto.

2 The consumer shall pay to the Licensee on demand the cost of so  
much of any electric supply line as may be laid for the purpose of the supply  
upon the said premises, and of so much of any electric supply line as it may  
be necessary to lay for the said purposes in excess of 100 feet from the Licensee's  
distributing main, although not on the said premises.

3. The supply shall be registered by a meter or meters in or upon the  
said premises which the licensee shall provide and keep in order and replace  
whenever necessary on payment of a monthly rental of annas eight or rupees  
one per meter according to the nature of the meter. The consumer shall be  
at liberty at any time to purchase another meter or meters and from and after  
the purchase thereof the consumer shall be responsible for keeping the same  
in proper order.

A | 4. The consumer shall pay to the licensee for the energy so supplied and  
registered as aforesaid at the rates from time to time in force and paid by  
similar consumers; Provided nevertheless that if at the end of twelve calendar  
months calculated from the first day of the month following that in which the  
supply was first commenced and at the end of each subsequent period of twelve  
calendar months during which this Agreement is in force, the registered con-  
sumption of energy shall fall short of the value of Rs.                      being the equivalent  
of such guaranteed minimum consumption as is specified in the Schedule  
hereto, the consumer shall pay to the Licensee the difference between the re-  
gistered consumption and the guaranteed minimum consumption at the rate  
per Board of Trade unit applicable thereto; Provided further that in the event  
of a minimum consumption not being guaranteed the consumer shall pay to  
the Licensee for each calendar month during which this Agreement is in force  
a sum which shall not be less than the Licensee's prescribed minimum  
monthly charge.

5. Readings of the meter or meters shall be taken by the Licensee once  
in each month or at such other intervals or times as the Licensee shall deem  
expedient and the Licensee's meter readers shall have access to the consumer's  
premises at all reasonable times for the purpose of taking such readings.  
Payment for energy supplied shall be made by the consumer according to the  
readings of each meter forthwith upon presentation of a bill therefor.

6. Should the consumer dispute the accuracy of any meter not being his own property, the consumer may upon giving notice and paying the prescribed fee, have the meter officially tested by the licensee or the Electric Inspector, Bombay, in accordance with section 26 of the Indian Electricity Act, 1910. In the event of the meter being tested by the licensee and found to be beyond the limits of accuracy as prescribed, the testing fee will be returned and the amount adjusted in accordance with the result of the test taken in respect of the meter readings of the three months prior to the month in which the dispute has arisen due regard being paid to conditions of occupancy during the month under dispute and during the previous three months. In the event of the test being undertaken by the Electric Inspector, Bombay, and the meter being found to be incorrect, the period during which the meter shall be deemed to have been incorrect, and the amount of energy supplied to the consumer during this period shall be decided by the Electric Inspector, Bombay.

7. The consumer shall, on receipt of a requisition from the Licensee in this behalf deposit with him the sum of Rs \_\_\_\_\_ as security for the purpose next hereinafter mentioned, and shall on a like requisition from time to time renew or replenish such security in the event of the same becoming exhausted or insufficient. The Licensee shall be at liberty at any time and from time to time to appropriate and apply any security so deposited as aforesaid in or towards the payment or satisfaction of all or any moneys which shall become due or owing by the consumer to the Licensee in respect of the supply of energy or otherwise under this Agreement but the provisions in this clause contained shall not prejudice any other remedy to which the licensee may be entitled for the recovery of any such moneys. Interest on such deposits shall be paid to the consumer in accordance with the terms laid down in the Licensee's conditions for the supply of energy.

8. This agreement shall be in force for a period of not less than two years in the first instance from the date of commencement of the supply specified in clause 1 and thereafter shall continue from year to year until the agreement is determined as hereinafter provided.

9. The consumer shall not be at liberty save with the consent of the Licensee to determine this Agreement before the expiration of two years from the date of commencement of the supply of energy hereunder. The consumer may determine this Agreement at any time after the said period on giving to the Licensee not less than one calendar month's previous notice in writing in that behalf and upon the expiration of the period of such notice this Agreement shall cease and determine without prejudice to any right which may then have accrued to the Licensee hereunder; Provided always that the consumer may at any time with the previous consent of the Licensee transfer this Agreement to any other person and upon subscription of such transfer this Agreement shall be binding on the transferee and the Licensee and take effect in all respects as if the transferee had originally been a party hereto in place of the consumer who shall thenceforth be discharged from all liability under or in respect hereof.

10. This Agreement shall be read and construed as subject in all respects to the provisions of the \_\_\_\_\_ Electric license, 19\_\_\_\_, and to the provisions of the Indian Electricity Act, 1910, and the rules for the time being in force thereunder as far as the same may respectively be applicable.

The supply of energy under this Agreement is also subject to the following among other provisions of law, namely :—

(i) If the consumer fails within seven days after the date of the service thereof upon him to comply with the terms of any notice in writing by the Licensee requiring him to give security for the purposes mentioned in clause        hereof or to renew or replenish any security which may have been given for these purposes but which may have become exhausted or insufficient, the licensee may discontinue the supply so long such failure continues.

(ii) If the consumer adopts any form of lamp or burner or uses the energy supplied or deals with it in any manner so as unduly or improperly to interfere with the efficient supply of energy to any other person by the Licensee, or fails to keep in proper order any meter belonging to him by which the supply is registered, the Licensee may discontinue the supply so long as such lamp or burner is so adapted or the energy is so used or dealt with or the meter is not kept in proper order, as the case may be.

(iii) The Licensee shall not be bound to give or continue the supply if an Electric Inspector or other competent person appointed by the Local Government is satisfied that the electric lines, fittings, works or any other apparatus within the said premises are not in good order and condition and are likely to affect injuriously the use of energy by the Licensee or by other persons. Nor will the Licensee be responsible for any interruption or diminution in the supply of energy due to occurrences beyond his control.

(iv) If the consumer makes any alterations or additions to any electric wires, fittings, works or apparatus belonging to him within the said premises, all such alterations and additions shall be notified to the Licensee by the consumer before being connected to the source of supply with a view to their being examined and tested.

THE SCHEDULE REFERRED TO ABOVE.

1. Description of the premises.
2. Purposes for which supply is to be given.
3. Maximum quantity of energy required by the consumer.
4. Value of guaranteed consumption for each period of twelve calendar months commencing from the                      day of                      194 .

IN WITNESS whereof \_\_\_\_\_ for and on behalf of the Licensee  
has/have set his/their hand/hands and the seal of the Licensee and  
\_\_\_\_\_ the Consumer has set his hand hereunto the day and  
year first above written.

SIGNED, sealed and delivered by

for and on behalf of the Licensee.

SIGNED and delivered by

**the Consumer.**

**Bijapur.**

A. K. B. BOHÁRI.

Manager,

Bijapur Electric Supply Co. Ltd., Bijapur.

ANNEXURE " C ".

*Form of Requisition under clause V (4) of the Schedule to the Indian Electricity Act, 1910.*

(In the case of six or more owners or occupiers).

To

**The Bijapur Electric Supply Co. Ltd.,  
Bijapur.**

We, the undersigned, being the owners or occupiers of the premises situated in or upon \_\_\_\_\_ Street in the town of \_\_\_\_\_ within the " Area of Supply " specified in the \_\_\_\_\_ do hereby require you in pursuance of Clause V of the Schedule to the Indian Electricity Act, 1910, to provide within six months from the date of this requisition, distributing mains through the said streets.

Dated at

the

day of

194 .

Bijapur.

**A. K. G. BOHARI,**  
Manager,

Bijapur Electric Supply Co. Ltd , Bijapur.

---

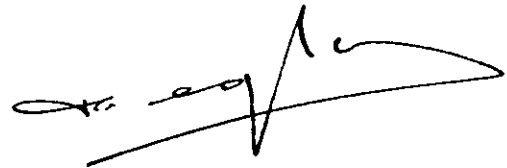
Radha Printing Work, Bijapur.

Below U.O.R. No.2691/36 dated the 12th March 1940,  
from Government in the Public Works Department.

-----  
No. *drawn* 4473 of 1940.  
Bombay, 15th March 1940.

Returned, with compliments.

2. Except for minor corrections made at pages 53, 55,  
<sup>b7</sup> 57, <sup>b2</sup> 61, <sup>b3</sup> 67 and <sup>b1</sup> 69, the copies of the conditions of supply,  
etc., are in order. b5 b6



Electrical Engineer to Govt.

DFP.

*dfp*

(100B) Submitted with ref to Govt  
p 44  
m.p. of 12-3-40.

2. The corrections pointed out  
by the Govt. Ref. to Govt. have  
been carried out in the  
remaining printed copies.

3. Drafts put up may issue

8/21/40  
18/3/40

18/3

X to the Govt. issued

copies =

|                         |
|-------------------------|
| PUBLIC WORKS DEPARTMENT |
| File No. 2691/36        |
| 15. MAR. 1940           |
| Serial No. 6323         |

18/3

18/3

18/3

15-320

2691/36  
6323

No. 2691/36-M

P.H.D.

Rec. 19 March 1940.

To The managers.

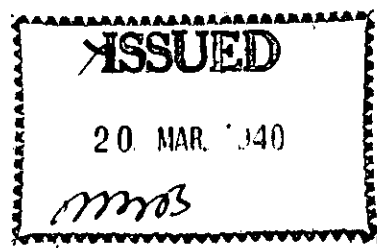
The Bijapur El. Supply Co. Ltd.

Bijapur.

Dear Sir

Subject:- The Bijapur  
El. License, 1926. The  
Conditions of supply and  
miscellaneous charges in  
connection with -

With refer to your letter  
p 43  
No. G. 755 of the 29<sup>th</sup> Feb. 1940, I am  
directed to return herewith  
one copy of the conditions of supply  
and miscellaneous charges for  
the supply of electrical energy  
at Bijapur & to request that  
the corrections shown at p 5 to 7  
of Pts I & II, at p. 2 of Annexure A,  
at p. 3 of Annexure B & at p. 1 of  
Annexure C should may be  
carried out in your printed copies.



✓  
D. A.

Copy of the conditions  
of supply etc. refd  
to.

DS

21/3/40

Yours faithfully,

21/3/40

2691/36

No. 2691/36.M

P.W.D.

Recd. 19<sup>th</sup> March 1940

Subject: Bijapur Lt. License,  
1926: Conditions of supply  
and miscellaneous charges in  
connection with the -

-

One copy of the conditions

of supply & miscellaneous charges  
for the supply of electrical energy  
at Bijapur is forwarded, with  
compliments to the

Commr. S.D.

S.E. S.C.

Colly of Bijapur

Ex-mp. Bijapur Dist

with ref. to G.R. No. 2691/36

of the 29<sup>th</sup> Sept. 1939.

By order of the S. of B. Mang  
18/3/40

D/4

Copy of the conditions of  
supply etc. ref. to.

18/3

7/3  
file  
24/3/40

